

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

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KEITH STANSELL, et al.,  
:

Plaintiffs,  
:

v. :  
:

No. 16 Misc. 00405  
:

REVOLUTIONARY ARMED FORCES OF  
COLOMBIA (FARC), et al.,  
:

Defendants.  
:  
:  
----- X

KEITH STANSELL, et al.,  
:

Garnishors-Counterclaim  
Respondents,  
:

v. :  
:

Garnishment Proceedings  
with respect to  
Writ of Execution/Garnishment  
Served on Citibank, N.A.  
:

CITIBANK, N.A.,  
:

Garnishee-Counterclaimant-  
Crossclaimant,  
:

(Transferred from Southern  
District of Florida  
Case No. 10-mc-22724-Scola,  
reassigned to  
Case No. 19-cv-20896-Scola)  
:

SAMARK JOSE LOPEZ BELLO, YAKIMA  
TRADING CORP., and SIX SIS LTD.,  
:

Adverse Claimants-  
Crossclaim Respondents.  
:  
:  
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**STIPULATION TO AMENDMENT OF CITIBANK N.A.'S**  
**SECOND AMENDED ANSWER AND COUNTERCLAIM AND CROSSCLAIMS**  
**IN THE NATURE OF INTERPLEADER**

This stipulation is made by and among Citibank, N.A. (“Citibank”), Plaintiffs Keith Stansell et al. and Olivia Pescatore et al. (collectively, “Plaintiffs”), Intervenors Samark Jose Lopez Bello and Yakima Trading Corp. (collectively, the “Intervenors”), SIX SIS Ltd. (“SIX”), and Antonio Caballero (“Caballero”). Citibank, Plaintiffs, Intervenors, SIX, and Caballero are collectively referred to as the “Parties.”

WHEREAS, the Stansell Plaintiffs obtained an ex parte court order in this district preliminarily declaring Intervenors to each be an agency or instrumentality of the judgment debtor FARC, and issuing a TRIA writ of execution on their blocked assets which was served upon Citibank on or about January 30, 2019, and which is currently stayed;

WHEREAS, the Stansell Plaintiffs obtained an ex parte court order in the Southern District of Florida preliminarily declaring Intervenors to each be an agency or instrumentality of the judgment debtor FARC, and issuing a TRIA writ of execution on their blocked assets which was served upon Citibank on or about February 25, 2019;

WHEREAS, on March 18, 2019, Citibank filed an Answer to the writ in the Southern District of Florida;

WHEREAS, on April 8, 2019, Citibank filed an Amended Answer and Counterclaim and Crossclaims in the Nature of Interpleader joining the Intervenors and SIX;

WHEREAS, on June 17, 2019, SIX filed its Answer to Interpleader Claims;

WHEREAS, on April 30, 2020, the Southern District of Florida entered an order transferring the proceedings related to Citibank to the Southern District of New York;

WHEREAS, Olivia Pescatore et al. (the “Pescatores”) obtained an ex parte court order in this district preliminarily declaring Intervenors to each be an agency or instrumentality of the judgment debtor FARC, and issuing a TRIA writ of execution on their blocked assets which was served upon Citibank on or about May 14, 2020;

WHEREAS, on August 4, 2020, Citibank filed a Second Amended Answer and Counterclaim and Crossclaims in the Nature of Interpleader on consent to join the Pescatores;

WHEREAS, on August 18, 2020, SIX filed an Answer to Amended Interpleader Claims;

WHEREAS, Caballero obtained an ex parte court order in this district preliminarily declaring Intervenors to each be an agency or instrumentality of the judgment debtor FARC, and issuing a TRIA writ of execution on their blocked assets which was served upon Citibank on or about February 4, 2021;

WHEREAS, on or about March 24, 2021, the attorneys for Does 1-7 (“Does”), who hold an ATA judgment against the Taliban, Al Qaeda and the Haqqani Network, but not against the FARC, caused a restraining notice to be served on Citibank in this District relating to the same property, without obtaining a court order determining that Intervenors are agencies or instrumentalities of those terrorist parties;

WHEREAS, on April 30, 2021, the Does filed an ex parte motion for issuance of a writ of execution related to that property, and on May 5, 2021 Judge Katherine Polk Failla entered an Order directing the Does to serve a copy her Order and the Does’ motion papers on Intervenors and to file proof of service within 30 days, and the Does have yet to comply with the Court’s Order and complete service;

WHEREAS, the parties do not waive and specifically reserve all claims and defenses related to the Third Amended Answer and Counterclaim and Crossclaims in the Nature of Interpleader;

WHEREAS, all Parties consent to Citibank’s proposed amendment;

**NOW, THEREFORE**, the Parties hereby stipulate and agree that:

1. Citibank shall file its proposed Third Amended Answer and Counterclaim and Crossclaims in the Nature of Interpleader adding only Caballero within 5 days after this stipulation is so ordered.

2. In the event any other judgment creditor obtains a court order preliminarily declaring Intervenor to be an agency or instrumentality of that creditor's terrorist party judgment debtor and issuing a TRIA writ of execution on Intervenor's blocked assets, and if Citibank is served with any such writs of execution, Citibank may further amend its answer solely to add the judgment creditors who served such writs upon notice to the other parties but without further need to seek consent from the parties to this stipulation; *provided, however*, that any party may withdraw its consent within three days of Citibank's notice of its proposed amendment if that party believes the timing of such amendment would unduly delay resolution of the litigation or otherwise prejudice that party.

3. This stipulation shall not prejudice in any way Citibank's ability to move for leave to amend to add the Does in the future. Citibank's delay in moving for leave to amend while waiting for the Does to satisfy the conditions in Paragraph 2 shall not be a reason to deny any future motion by Citibank for leave to amend its answer and its counterclaim and crossclaims in the nature of interpleader.

4. The parties specifically reserve all claims and defenses related to the Third Amended Answer and Counterclaim and Crossclaims in the Nature of Interpleader, and to any further amended answer that Citibank may seek to file pursuant to this stipulation.

Date: July 6, 2021

By: /s/ Craig T. Cagney  
Michael S. Flynn  
Craig T. Cagney  
DAVIS POLK & WARDWELL LLP  
450 Lexington Avenue  
New York, NY 10017  
(212) 450-4000  
(212) 701-5800  
michael.flynn@davispolk.com  
craig.cagney@davispolk.com

*Counsel for Garnishee-Counterclaimant-  
Crossclaimant Citibank, N.A.*

By: /s/ Newt Porter  
Newt Porter (admitted pro hac vice)  
Tony P. Korvick (admitted pro hac vice)  
PORTER & KORVICK, P.A.  
9655 S Dixie Highway Suite 208  
Miami, FL 33156  
(305) 373-5040  
(305) 668-9154  
nporter@porterandkorvick.com  
tkorvick@porterandkorvick.com

*Counsel for Plaintiffs-Counterclaim  
Respondents Keith Stansell et al.*

By: /s/ Jeffrey M. Scott

Jeffrey M. Scott  
Kerri E. Chewning  
ARCHER & GREINER, P.C.  
630 Third Avenue  
New York, NY 10017  
(609) 580-370  
jscott@archerlaw.com  
kchewning@archerlaw.com

*Counsel for Intervenor and Crossclaim  
Respondents Samark Jose Lopez Bello and  
Yakima Trading Corp.*

By: /s/ Nathaniel A. Tarnor

Nathaniel A. Tarnor  
Hagens Berman Sobol Shapiro, LLP  
322 8th Avenue, Suite 802  
New York, NY 10001  
(646) 543-4992  
NathanT@hbsslaw.com

*Counsel for the Pescatore  
Plaintiffs/Judgment Creditor*

By: /s/ Melissa E. Byroade

Melissa E. Byroade  
KELLEY DRYE & WARREN LLP  
3050 K Street NW, Suite 400  
Washington, DC 20007  
(202) 342-8823  
mbyroade@kelleydrye.com

*Counsel for Crossclaim Respondent SIX SIS  
Ltd.*

By: /s/ Leon N. Patricios

Joseph I. Zumpano  
Leon N. Patricios  
Zumpano Patricios, P.A.  
312 Minorca Avenue  
Coral Gables, FL 33134  
(305) 444-5565  
lpatricios@zplaw.com

*Counsel for Antonio Caballero*

SO ORDERED.

Dated: July \_\_\_\_, 2021  
New York, New York

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SARAH NETBURN  
United States Magistrate Judge